



**AGREEMENT ESTABLISHING THE  
CARIBBEAN PUBLIC HEALTH AGENCY  
(CARPHA)**

## **AGREEMENT ESTABLISHING THE CARIBBEAN PUBLIC HEALTH AGENCY**

### **The Contracting Parties:**

***Desirous*** of a Caribbean in which the health of the people is promoted and the risk of disease, injury and disability is diminished, thereby fostering the wellness revolution enunciated in the Port of Spain Declaration issued by the Conference of Heads of Government of the Caribbean Community (the Conference) at its Summit on Chronic Non-Communicable Diseases (CNCDs) on 15 September 2007;

***Considering*** the initiative for Caribbean Cooperation in Health (CCH), introduced in 1984 at a meeting of the CARICOM Conference of Ministers responsible for Health as a mechanism for health development through increasing collaboration and promoting technical cooperation among countries in the Caribbean, and formally adopted and elaborated by the Conference of Heads of Government in the Nassau Declaration on Health 2001: "The Health of the Region is the Wealth of the Region", Nassau, The Bahamas, 6 July 2001;

***Mindful*** of the existence in the Caribbean of the following five Regional Health Institutions (RHIs) –

The Caribbean Epidemiology Centre (CAREC), administered by the Pan-American Health Organisation (PAHO) for the Caribbean region including Members of the Caribbean Community;

The Caribbean Environmental Health Institute (CEHI), established by an Intergovernmental Agreement among Members of the Caribbean Community in 1972 and recognised as an Institution of the Caribbean Community;

The Caribbean Food and Nutrition Institute (CFNI), administered by PAHO for the Caribbean region, including Members of the Caribbean Community, and recognised as an Institution of the Caribbean Community;

The Caribbean Health Research Council (CHRC), established originally in 1972 as the Commonwealth Caribbean Medical Research Council (CCMRC) by Ministers responsible for Health in the Caribbean; and

The Caribbean Regional Drug Testing Laboratory (CRDTL), established by an Intergovernmental Agreement among Members of the Caribbean Community concluded on 16 December 1974;

***Acknowledging*** that there has been a number of gaps in the functions and services being provided by the RHIs, in addition to some overlap in the exercise of these functions in the region;

***Recalling*** the mandate of the Conference at its Twenty-First Meeting in Georgetown, Guyana in July 2002 to review the efficiency and effectiveness of the five RHIs with a view to guiding decisions on their strengthening or restructuring to better serve the health needs of the Caribbean region;

***Desirous also*** of implementing the decision of the Conference, taken at its Twenty-Eighth Meeting, held in Barbados 1-4 July 2007, to integrate the five RHIs into a Caribbean public health agency; and

**Acknowledging also** the concurrence of PAHO to the integration of the functions of its two centres, CAREC and CFNI into the Caribbean Public Health Agency to be established by the Caribbean Community,

**Have agreed as follows:**

## **Article 1 Use of Terms**

In this Agreement, unless the context otherwise requires:

"Agreement" means the Agreement Establishing the Caribbean Public Health Agency;

"Associate Member" means an Associate Member of CARPHA admitted pursuant to Article 3;

"Board Member" means a member of the Executive Board;

"CAREC" means the Caribbean Epidemiology Centre, administered by PAHO for the Caribbean region including Members of the Caribbean Community;

"Caribbean Community" means the Caribbean Community established by the Revised Treaty;

"CARPHA" means the Caribbean Public Health Agency established by Article 2;

"CCH" means the Caribbean Cooperation in Health which is the regional strategic framework for cooperation in health approved by the Conference of Ministers responsible for Health and endorsed by the Conference of Heads of Government of the Caribbean Community in the Nassau Declaration, in July 2001;

"CEHI" means the Caribbean Environmental Health Institute, established by an Intergovernmental Agreement among Members of the Caribbean Community in 1972;

"CFNI" means the Caribbean Food and Nutrition Institute, administered by PAHO for the Caribbean region, including Members of the Caribbean Community;

"CHRC" means the Caribbean Health Research Council, established originally in 1972 as the Commonwealth Caribbean Medical Research Council (CCMRC) by Ministers responsible for Health in the Caribbean;

"COHSOD" means the Council for Human and Social Development of the Caribbean Community;

"Council" means the Council of Ministers established by Article 7;

"CRDTL" means the Caribbean Regional Drug Testing Laboratory, established by an Intergovernmental Agreement among Members of the Caribbean Community concluded on 16 December 1974;

"Executive Board" means the Executive Board established by Article 6;

"Executive Director" means the Executive Director of CARPHA appointed pursuant to Article 13;

“organ” means an entity established by Article 6;”

“Member” means a country which has signed the Agreement;

“PAHO” means the Pan-American Health Organisation, an international public health agency, which is the World Health Organisation (WHO) Regional Office for the Americas and part of the United Nations System;

“Revised Treaty” means the Revised Treaty of Chaguaramas Establishing the Caribbean Community including the CARICOM Single Market and Economy, signed on 4 July 2001 at Nassau, The Bahamas;

“RHIs” means the regional health institutions, which are to be incorporated into CARPHA. These are: CAREC; CEHI; CFNI; CHRC; and CRDTL;

“Secretary-General” means the Secretary-General of the Caribbean Community;

“Technical Advisory Committee” means the committee established by Article 11.

## **Article 2**

### **Establishment of CARPHA as an Institution of the Caribbean Community**

1. There is hereby established the Caribbean Public Health Agency (hereinafter referred to as "CARPHA") having the composition, objectives—and functions set out in this Agreement.
2. CARPHA has been designated an Institution of the Caribbean Community pursuant to Article 21 of the Revised Treaty.

## **Article 3**

### **Membership**

1. Membership of CARPHA shall be open to the Members and Associate Members of the Caribbean Community.
2. The Council may admit as Associate Members of CARPHA, States or Territories in the Caribbean region which, in the opinion of the Council, can contribute substantially to the achievement of the objectives of CARPHA and are able and willing to enjoy the rights and discharge the obligations set out in this Agreement.
3. States or Territories mentioned in paragraph 2 who are desirous of becoming Associate Members of CARPHA, shall submit an application in that regard to the Executive Board which shall submit the application to the Council for consideration and action.
4. The Council may admit as Observers to CARPHA, Community Institutions and other organisations which contribute to the objectives of CARPHA.
5. Notwithstanding the provisions of paragraph 4, the following organisations are hereby recognised as meeting the conditions to be admitted as Observers and shall be invited by the Council to participate in the work of CARPHA on mutually agreed terms and conditions:

- (a) the Caribbean Community Climate Change Centre (CCCCC);
- (b) the Caribbean Disaster Emergency Management Agency (CDEMA);  
and
- (c) PAHO.

#### **Article 4 Objectives**

The objectives of CARPHA shall be:

- (a) to promote the physical and mental health and wellness of people within the Caribbean;
- (b) to provide strategic direction, in analysing, defining and responding to public health priorities of the Caribbean Community;
- (c) to promote and develop measures for the prevention of disease in the Caribbean;
- (d) to support the Caribbean Community in preparing for and responding to public health emergencies;
- (e) to support solidarity in health, as one of the principal pillars of functional cooperation in the Caribbean Community; and
- (f) to support the relevant objectives of the CCH as approved by the Council.

#### **Article 5 Functions**

In order to achieve its objectives set out in Article 4, CARPHA shall perform the following functions:

- (a) provision of an evidence base for public health decision-making and policy in the Caribbean, including the definition, collection, maintenance and analysis of minimum data sets, health situation analysis, critical analysis of the impact of social and other determinants of health and response to public health interventions;
- (b) conduct of relevant research on public-health priorities in the Caribbean;
- (c) provision of support and coordination of the development of regional standards and networks related to laboratory practice;
- (d) coordination of effective responses to public health crises in the Caribbean;
- (e) provision of leadership in defining effective public health interventions in the Caribbean and development and adaptation of relevant models for various circumstances;

- (f) provision of accurate, reliable, timely and relevant public health information to various Caribbean and international audiences;
- (g) enhancement of national capacities to deliver public health goods and services to address new and emerging public health priorities in the Caribbean, through on-going teaching, training and collaboration;
- (h) production of an annual report on the state of public health in the Caribbean region;
- (i) building strategic alliances with regional and international partners;
- (j) mobilisation of resources for priority public health issues;
- (k) monitoring global agreements and developments that may impact on Public Health; and
- (l) implementation of measures to attain the approved objectives of the CCH.

## **Article 6 Composition of CARPHA**

CARPHA shall have the following organs with the functions specified in this Agreement:

- (a) the Council of Ministers;
- (b) the Executive Board;
- (c) the Technical Advisory Committee; and
- (d) the Technical Secretariat including an Executive Director.

## **Article 7 The Council of Ministers**

1. The Council of Ministers (the Council) shall comprise the Ministers responsible for Health of the Members of CARPHA. The Council shall meet once every year during meetings of the COHSOD and in extra-ordinary session as often as the Council considers necessary or expedient.

2. Each member of the Council shall be entitled to designate an alternate Minister or an alternate representative to represent the Minister on the Council if the Minister is unable to act. Where the designated alternate is not a Minister, the alternate representative shall be vested with the authority of the Minister or with the authority to make policy decisions at the meeting on behalf of the Minister being so represented.

3. Subject to paragraph 6 of this Article, each member of the Council shall have one vote. The Council shall take decisions by a two-thirds majority vote of its members entitled to vote, and such decisions shall be legally binding. The Council shall make recommendations by a simple majority vote. Recommendations shall not create legally binding obligations. Decisions in

respect of the contribution of Members or the budget of CARPHA shall be made by consensus.

4. The Council may admit observers to its deliberations and Associate Members shall be entitled to be observers at the deliberations of the Council, but such observers shall not have the right to vote.

5. The Council may recommend to the Members suspension from its membership of Members whose Governments have persistently violated obligations assumed by or under this Agreement. In taking decisions pursuant to this paragraph, the representative against whose country action is being taken shall not have the right to vote.

6. Subject to this Article, the Council shall establish its rules of procedure.

### **Article 8 Functions of the Council**

In furtherance of the objectives of CARPHA, the Council shall –

- (a) be the principal policy-making organ of CARPHA and shall determine the policy of CARPHA;
- (b) promote and advocate policies and programmes to protect health and prevent disease, including the implementation of an improved public health infrastructure;
- (c) promote and advocate the implementation of an improved public health infrastructure, including epidemiology and laboratory services;
- (d) mobilise technical, financial, and information resources on behalf of Members to address important health problems;
- (e) disseminate information to governments and other agencies for the purpose of improving health and preventing disease;
- (f) appoint the members of the Executive Board pursuant to Article 9;
- (g) give general or specific policy directions to the Executive Board;
- (h) approve the senior staff positions to which Article 14 applies;
- (i) approve the cooperative and other arrangements to be entered into by CARPHA as proposed by the Executive Board;
- (j) conduct periodic reviews of the adequacy of the provisions of this Agreement and the policies and measures designed to address public health in the Caribbean Community;
- (k) recommend to the Members the contributions of Members and Associate Members to the budget of CARPHA in accordance with Article 7(3);
- (l) consider and approve the recurrent and capital budgets of CARPHA on the recommendations of the Executive Board in accordance with Article 7(3);

- (m) establish appropriate mechanisms for sustainable funding;
- (n) conduct an annual review of the performance of the Executive Board; and
- (o) perform such other functions as may be necessary to fulfil the objectives of CARPHA.

## **Article 9 The Executive Board**

1. The Executive Board shall consist of the following Board Members -

- (a) three Ministers who shall be the incumbent Chairperson of COHSOD, the immediate past and the immediate future Chairpersons of COHSOD;
- (b) one Minister, with responsibility for health, representing an Associate Member of the Caribbean Community, selected in alphabetical order;
- (c) two Chief Medical Officers, or persons holding equivalent posts, of the Members of CARPHA, selected in alphabetical order from among the Members of CARPHA;
- (d) two Permanent Secretaries of the Ministries of Health of Members of CARPHA, selected in reverse alphabetical order from among the Members of CARPHA not represented on the Executive Board by virtue of subparagraphs (c) and (h);
- (e) two representatives of the Associate Members of CARPHA;
- (f) one person nominated by PAHO;
- (g) one person nominated by the Secretary-General; and
- (h) the Permanent Secretary of the Ministry of Health for Trinidad and Tobago, except where Trinidad and Tobago is represented on the Executive Board under subparagraphs (a) and/or (c).

2. The Executive Director shall be entitled to attend the Meetings of the Executive Board but shall not have the right to vote.

3. The Chairperson of COHSOD shall be the Chairperson of the Executive Board. In the absence of the Chairperson, the Board Members shall elect a Minister representing a Member of CARPHA to be Chairperson of the Meeting.

4. Associate Members and Observers, which are not represented on the Board under paragraphs 1(e) and (f), may attend meetings of the Executive Board as observers but shall not vote.

5. Board Members, with the exception of those appointed under paragraph 1 (a) and (h), shall be appointed for a period of two years and shall be eligible for reappointment.



6. The Executive Board shall meet in ordinary session once in every year and in extra-ordinary session as often as the Executive Board considers necessary or expedient.
7. CARPHA may defray the expenses of Board Members incurred to attend meetings of the Board.
8. Each Board Member shall have one vote. In the event of a deadlock, the Chairperson shall cast a deciding vote.
9. The Executive Board shall take decisions by a qualified majority of not less than three-quarters of the votes of its membership.
10. Subject to the provisions of this Article, the Executive Board shall determine its rules of procedure.

### **Article 10** **Functions of the Executive Board**

The Executive Board shall perform the following functions:

- (a) initiation or determination, as the case may be, of projects designed to fulfil the objectives of CARPHA or the directions of the Council;
- (b) approval of the strategic plan for CARPHA;
- (c) undertaking and co-operation in the full open and prompt exchange of relevant information related to public health among the Members and Associate Members of CARPHA;
- (d) promotion and co-operation in education, training and public awareness related to public health and encouragement of the widest participation in this process, including that of non-governmental organisations;
- (e) considering and adopting, as appropriate, the work programme and Reports of the Technical Secretariat on the work of CARPHA;
- (f) approval of the Staff Regulations, administrative policies and procedures of CARPHA;
- (g) approval of the Directors to be appointed by the Executive Director pursuant to Article 14;
- (h) establishment of the Technical Advisory Committee and approval of the appointment of the members of the Technical Advisory Committee in accordance with Article 11;
- (i) review and approval of recommendations and reports from the Technical Advisory Committee;
- (j) determining the resources required for the recurrent and capital budgets of CARPHA for the consideration and approval of the Council;

- (k) mobilisation of resources for CARPHA and instructing the Technical Secretariat to undertake any necessary studies and arrangements;
- (l) monitoring the application of the resources of the recurrent and capital budgets of CARPHA in order to ensure that such resources are being employed in accordance with this Agreement and the Work Programme of CARPHA;
- (m) approval of the auditors on the recommendation of the Executive Director and submission of the annual report of the auditors to the Council for examination and approval;
- (n) authorising the Executive Director to enter into agreements with other countries, international agencies and entities;
- (o) establishing such subsidiary bodies as may be necessary for the performance of its functions;
- (p) monitoring the implementation of the transition of the RHIs in accordance with this Agreement;
- (q) preparation and submission of reports and recommendations to the Council; and
- (r) performance of such other functions as the Council may recommend from time to time.

### **Article 11 The Technical Advisory Committee**

1. The Executive Director shall subject to the approval of the Executive Board appoint the members of the Technical Advisory Committee.
2. The Technical Advisory Committee shall comprise the following members:
  - (a) six Chief Medical Officers representing Members of CARPHA, selected on a rotational basis, other than the Chief Medical Officers appointed under paragraph 1(c) of Article 9;
  - (b) one person jointly nominated by Universities within the Caribbean Community;
  - (c) three persons nominated by public health agencies which contribute to the objectives of CARPHA; and
  - (d) two persons nominated by the Executive Director with relevant technical expertise.
3. Each member of the Technical Advisory Committee shall have one vote.
4. The Technical Advisory Committee shall elect its Chairman from among its membership and the Chairman shall hold office for one year. The Chairman shall be eligible for re-election.
5. The Technical Advisory Committee shall meet at least once every year immediately prior to the annual meeting of the Executive Board and shall submit an annual report on its activities to the Executive Board. Meetings shall be

convened by the Executive Director, who shall provide secretarial and administrative support services for the Technical Advisory Committee and its meetings.

6. CARPHA shall defray the expenses incurred by members of the Technical Advisory Committee to attend meetings of the Technical Advisory Committee.

7. The Technical Advisory Committee shall take decisions by simple majority.

8. Associate Members may participate in the meetings of the Technical Advisory Committee, but shall not vote.

9. Observers may be invited to attend a meeting of the Technical Advisory Committee in respect of an agenda item relevant to their respective work.

10. The Technical Advisory Committee may establish Sub-Committees to address specific thematic issues.

11. Subject to the provisions of this Article, the Technical Advisory Committee may adopt its own rules of procedure.

## **Article 12**

### **Functions of the Technical Advisory Committee**

The Technical Advisory Committee shall have responsibility for advising the Executive Board on the scientific and technical areas of the Work Programme and in particular on:

- (a) policy issues and strategies necessary for CARPHA to fulfil its objectives;
- (b) recommendations for prioritisation of activities and improvement of results;
- (c) the feasibility and soundness of CARPHA's programmes and budget;
- (d) the assessment of status reports in relation to specific thematic issues;
- (e) monitoring and evaluation of programmes and projects; and
- (f) such other functions or matters as the Executive Board may determine.

## **Article 13**

### **The Executive Director**

1. The Executive Director shall be appointed by the Executive Board on the direction of the Council. The Executive Director shall serve for a period of five years and may be re-appointed.

2. The duties of the Executive Director shall include –

- (a) the day-to-day administration and control of CARPHA;

- (b) the management of the expenditure of the funds of CARPHA within the approved estimates;
- (c) presentation of the annual budget and multi-year programme estimates for the approval of the Executive Board;
- (d) sound and effective management of the funds and assets of CARPHA, including special projects, within the approved budgets and in keeping with the regulations approved by the Executive Board;
- (e) regular financial and operational progress reports to the Executive Board;
- (f) planning and implementation of health-related programmes and services;
- (g) the organisation of special programmes and projects in furtherance of the objectives of CARPHA;
- (h) ensuring that the correct procedures are followed with respect to all matters within the competence of CARPHA;
- (i) representation, either personally, or by a nominee appointed by him, upon such authorities, boards or committees of the Caribbean Community as may be agreed on with the Community;
- (j) the submission of an annual report to the Executive Board;
- (k) identifying resource mobilisation needs and sources;
- (l) preparation annually for the approval by the Executive Board of work programmes for the following three financial years;
- (m) maintaining ongoing stakeholder relations and identification of new relationships and partnerships; and
- (n) the performance of such functions of the Executive Board as may be delegated to the Executive Director.

3. Where the office is vacant or in the case of prolonged absence or incapacity, the Executive Board shall make suitable arrangements for the carrying out of the duties of the Executive Director and shall submit such arrangements for the approval of the Council.

#### **Article 14 The Technical Secretariat**

1. The Executive Director shall appoint such Directors and other members of staff to comprise the Technical Secretariat as the Executive Board may determine are necessary for the performance of the functions of CARPHA in accordance with the estimates approved by the Council.

2. The Directors of CARPHA shall be approved by the Executive Board prior to their appointment.

3. All staff appointments shall be subject to the terms and conditions of service determined by the Executive Board and set out in the Staff Regulations.

4. In the appointment of staff, the Executive Director shall be guided by the principle of equitable geographical representation of Members of CARPHA and the requirement to ensure the highest standards of efficiency in the delivery of services.

### **Article 15** **Functions of the Technical Secretariat**

The Technical Secretariat shall perform the following functions:

- (a) provision to the Council of timely advice on scientific and technological matters relating to public health management and prevention of disease;
- (b) provision of assessments of the state of scientific knowledge relating to public health management and prevention of disease;
- (c) provision of assessments of the effects of regional and national measures designed to deal with protection of health and prevention of disease;
- (d) provision of advice on scientific programmes and on international co-operation in research and development;
- (f) provision of responses to Members requesting scientific, technological and methodological information;
- (g) identification of projects in respect of which CARPHA could perform the functions of executing agency;
- (h) provision of secretarial services for the meetings of the Council and subsidiary bodies of CARPHA;
- (i) co-ordination of the work of CARPHA with that of interested inter-governmental and non-governmental bodies;
- (j) conclusion of such administrative and contractual arrangements as may be required for the effective performance of its functions as approved by the Council;
- (k) preparation of the draft recurrent budget for submission to the Executive Board for examination and approval; and
- (l) preparation of the Work Programme of CARPHA for submission to the Executive Board for examination and approval.

### **Article 16** **Revenue of CARPHA**

1. The revenue of CARPHA shall be derived from –
  - (a) the annual contributions of Members and Associate Members;

(b) such contributions as may be made by other States or entities whether within or outside the Caribbean region;

(c) such grants as may be made from any source for the financing of research, information collection and dissemination, advisory services, projects, capacity-building, or for any other purpose consistent with its objectives as set out in Article 4; and

(d) any other source or mechanism for sustainable funding as determined by the Council, including the establishment of a trust fund or reserve fund.

### **Article 17 Headquarters**

1. The Headquarters of CARPHA shall be established and located in Trinidad and Tobago.

2. CARPHA shall establish offices in the territory of any of its Members where necessary to fulfil its functions subject to the approval of the Council and the Member.

3. The host Member shall accord to CARPHA and the staff of the Technical Secretariat the rights, privileges and immunities set out in this Agreement.

4. Subject to this Agreement the Executive Director shall conclude agreements with the relevant host Members concerning the Headquarters and Offices of CARPHA and the rights, privileges, immunities and facilities to be accorded to CARPHA and the staff of the Secretariat.

### **Article 18 Status, Privileges and Immunities**

Members shall accord to CARPHA within their jurisdictions, the status, immunities, exemptions and privileges set out in Articles 19 to 26 in order to enable it to effectively fulfil its objectives and carry out its functions.

### **Article 19 Legal Status of CARPHA**

1. CARPHA shall possess full juridical personality and, in particular, full capacity to -

(a) contract;

(b) acquire and dispose of moveable and immoveable property; and

(c) institute legal proceedings.

2. CARPHA may enter into agreements with Members, third States and other international organisations for the achievement of its objectives.

3. In any legal proceedings, CARPHA shall be represented by the Executive Director.

## **Article 20 Legal Process**

1. CARPHA shall be immune from every form of legal process, except in cases arising out of or in connection with the purchase of land, securities or merchantable commodities, in which cases actions may be brought against CARPHA in a court of competent jurisdiction in the territory of a Member or Associate Member in which CARPHA has an office or has appointed an agent for the purpose of accepting service or notice of process.

2. Notwithstanding the provisions of paragraph 1, no action shall be brought against CARPHA by a Member or any agency thereof, or by any entity or person directly or indirectly acting for or deriving claims from a Member. Members shall have recourse to such special procedures for the settlement of disputes between CARPHA and its Members as may be provided for in this Agreement.

3. CARPHA, its property and assets wheresoever located and by whomsoever held, shall be immune from all forms of seizure, attachment or execution before delivery of final judgment against CARPHA.

4. Nothing in this Agreement shall be construed as disentitling a person aggrieved by a motor vehicle accident from instituting legal proceedings against CARPHA, its officials, representatives or experts.

## **Article 21 Immunity of Assets and Archives**

1. Property and assets of CARPHA, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.

2. The archives of CARPHA and, in general, all documents belonging to or held by CARPHA, shall be inviolable, wherever located.

## **Article 22 Freedom of Assets from Restrictions**

To the extent necessary to achieve the objectives and perform the functions of CARPHA effectively, and subject to the provisions of the Agreement, CARPHA –

(a) may hold assets of any kind and operate accounts in any currency;  
and

(b) shall be free to transfer its assets from one country to another or within any country, and to convert any currency held by it into any other currency,

without being restricted by financial controls, regulations or moratoria of any kind.

### **Article 23 Privilege for Communications**

Official communications of CARPHA shall be accorded by each Member, treatment not less favourable than that it accords to the official communications of any other Member.

### **Article 24 Privileges and Immunities of CARPHA Personnel**

The Executive Director, Directors and other senior officials of CARPHA notified to and approved by the Members, the Executive Board, the Council, and experts performing missions for CARPHA -

- (a) shall be immune from legal process in respect of acts performed by them in their official capacity;
- (b) shall, unless they are local citizens or nationals of the Member at issue be accorded such immunities from immigration restrictions, non-national registration requirements and national service obligations, and such facilities as regards foreign currency exchange regulations as are not less favourable than those accorded by Members concerned, to the representatives, officials and experts of comparable rank of any other Member; and
- (c) shall be granted such repatriation facilities in time of international crisis as are not less favourable than those accorded by the Members concerned, to the representatives, officials and experts of comparable rank of any other Member.

### **Article 25 Exemption from Taxation**

1. CARPHA, its assets, property, income, operations and transactions shall be exempt from all direct taxation and from all customs duties on goods imported for its official use.

2. Notwithstanding the provisions of paragraph 1 of this Article, CARPHA shall not claim exemption from taxes which are no more than charges for public utility services.

3. CARPHA will not normally claim exemption from excise duties and from taxes on the sale of moveable and immovable property which form part of the price to be paid. Nevertheless, where CARPHA is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members shall, make appropriate administrative arrangements for the remission or the return of the amount of duty or tax.



4. Articles imported under an exemption from customs duties as provided by paragraph 1 of this Article, or in respect of which a remission or return of duty or tax has been made under paragraph 3, shall not be sold in the territory of the Member granting the exemption, remission or retrieve except under conditions agreed with the Member.

5. No tax shall be levied on or in respect of salaries and emoluments paid by CARPHA to the Directors, Officials or Experts performing missions for CARPHA. However, Members reserve the right to tax their own citizens, nationals or persons resident in the territories of such Members.

## **Article 26**

### **Waiver of Immunities, Exemptions and Privileges**

1. The exemptions, immunities and privileges provided in Articles 21 through 27 are granted in the interest of CARPHA. The Council may waive to such extent and upon such conditions as it may determine, the immunities, exemptions and privileges provided in the said Articles in cases where such action would, in its opinion, be appropriate in the best interest of CARPHA.

2. The Executive Director shall have the right and duty to waive any immunity, exemption or privilege in respect of any official or expert performing a mission for CARPHA where, in his opinion, the immunity, exemption or privilege would impede the course of justice and could be waived without prejudice to the interests of CARPHA.

3. In similar circumstances and under the same conditions expressed in paragraph 2, the Council shall have the right and duty to waive any immunity, exemption or privilege in respect of the Executive Director.

## **Article 27**

### **Implementation**

Every Member shall take appropriate steps to make the provisions of Articles 21 through 27 effective within its jurisdiction and shall inform CARPHA promptly within 6 months of signing the Agreement.

## **Article 28**

### **Questions of Interpretations and Application**

1. Any question of interpretation or application of the provisions of this Agreement not otherwise expressly provided for shall be submitted to the Council for decision.

2. In any case where the Council has given a decision under paragraph 1 of this Article, any Member may require that the question be referred to an arbitral tribunal, constituted in accordance with Article 29, whose decision shall be final. Pending the decision of the arbitral tribunal and without prejudice to a determination of the arbitral tribunal, CARPHA may act on the basis of the decision of the Council.

**Article 29**  
**Constitution of Arbitral Tribunal**

1. Each of the Members parties to a dispute shall be entitled to appoint one arbitrator. The two arbitrators chosen by the parties shall be appointed within fifteen days following the decision to refer the matter to arbitration. The two arbitrators shall, within fifteen days following the date of their appointments, appoint a third arbitrator who shall be the Chairman. As far as practicable, the arbitrators shall not be nationals of any of the parties to the dispute.
2. Where more than two Members are parties to a dispute, the parties concerned shall agree among themselves on the two arbitrators to be appointed within fifteen days following the decision to refer the matter to arbitration and the two arbitrators shall within fifteen days of their appointment appoint a third arbitrator who shall be the Chairman.
3. Where no agreement is reached under paragraph 1 or 2 or where there is a dispute regarding the selection of an arbitrator, the Secretary-General shall make the appointment within ten days and where the arbitrators fail to appoint a Chairman within the time prescribed the Secretary-General shall make the appointment within ten days.
4. Notwithstanding paragraphs 1, 2, and 3, Members parties to a dispute may refer the matter to arbitration and consent to the Secretary-General appointing a sole arbitrator who shall not be a national of a party to the dispute.

**Article 30**  
**Rules of Procedure of Arbitral Tribunal**

1. Subject to the relevant provisions of this Agreement, the Arbitral Tribunal shall establish its own rules of procedure.
2. The procedures shall assure that parties to a dispute have a right to at least one hearing before the Arbitral Tribunal as well as the opportunity to provide initial and rebuttal written submissions.
3. The Arbitral Tribunal's hearings, deliberations and initial report, and all written and oral submissions to and communications with the Arbitral Tribunal, shall be confidential.
4. The Arbitral Tribunal may invite any Member to submit views orally or in writing.
5. The award of the Arbitral Tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based.
6. Where the parties to a dispute cannot agree on the interpretation or implementation of the award, either party may apply to the Arbitral Tribunal for a ruling within thirty days of the award. The term of the Arbitral Tribunal shall come to an end unless an application for a ruling has been received, in which case it shall continue for such reasonable time, not exceeding thirty days, as may be required to make the ruling.
7. Decisions of the Arbitral Tribunal shall be taken by a majority vote of its members and shall be final and binding on the Members parties to the dispute.

**Article 31**  
**Third Party Intervention**

A Member which is not a party to a dispute, on delivery of a notification to the parties to a dispute and to the Secretary-General, may be permitted to attend all hearings and to receive written submissions of the parties to a dispute and may be permitted to make oral or written submissions to the Arbitral Tribunal.

**Article 32**  
**Additional Information from Experts**

Where proceedings have commenced, the Arbitral Tribunal may, on its own initiative or on the request of a party to the dispute, seek information and technical advice from any expert or body that it considers appropriate, provided that the parties to the dispute so agree and subject to such terms and conditions as they may agree.

**Article 33**  
**Expenses of Arbitral Tribunal**

1. The expenses of the Arbitral Tribunal, including the fees and subsistence allowances of arbitrators and experts engaged for the purposes of a dispute, shall be borne equally by the Members parties to the dispute unless the Arbitral Tribunal, taking into account the circumstances of the case, otherwise determines.
2. Where a third party intervenes in the proceedings, that party shall bear the costs associated with the intervention.

**Article 34**  
**Transitional Arrangements**

1. CARPHA shall assume all rights, obligations, assets and liabilities belonging to the RHIs.
2. In pursuance of paragraph 1, the Executive Director may represent CARPHA and negotiate and sign agreements with States, intergovernmental organisations and other entities as may be necessary to effect the assumption of rights, obligations, assets and liabilities of the RHIs by CARPHA.
3. Upon entry into force of this Agreement, CARPHA may perform any of the functions of the RHIs as are consistent with its objectives and functions set out in this Agreement.
4. Notwithstanding the provisions of this Agreement, the RHIs shall continue to perform their respective functions until such time as their transition to CARPHA is complete and their rights, obligations, assets and liabilities have been legally transferred to CARPHA.
5. The RHIs may represent CARPHA only if so designated in writing by the Council, or by the Executive Director, acting on the direction of the Council.

**Article 35**  
**Termination of the Caribbean Community RHIs**

1. The Contracting Parties of CEHI, by signing this Agreement, agree to the termination of the Agreement Establishing the Caribbean Environmental Health Institute, and the transfer of all rights, obligations, assets and liabilities of CEHI to CARPHA, in accordance with the provisions of this Agreement.
2. The Contracting Parties of CRDTL, by signing this Agreement, agree to the termination of the Agreement Establishing the Caribbean Regional Drug Testing Laboratory, and the transfer of all rights, obligations, assets and liabilities of CRDTL to CARPHA, in accordance with the provisions of this Agreement.
3. The Members of the CHRC, by signing this Agreement, agree to the termination of the CHRC and the transfer of all rights, obligations, assets and liabilities of CHRC to CARPHA, in accordance with the provisions of this Agreement.

**Article 36**  
**Management of the Transition**

1. The Council shall give general directions to the Executive Board for the implementation of the transition of the RHIs to CARPHA in accordance with the provisions of this Agreement.
2. The Executive Board shall be responsible for the management and oversight of all activities required for the transition of the RHIs to CARPHA and shall submit quarterly reports to the Council. The Executive Board may delegate the exercise of any of its functions under this Article to the Executive Director.
3. The RHIs shall report to the Executive Board through the Executive Director, who may give directions to the RHIs in respect of any matter required to give effect to the transition to CARPHA.

**Article 37**  
**Signature**

This Agreement shall be open for signature by any of the Members and Associate Members of the Caribbean Community.

**Article 38**  
**Depositary**

The Secretary-General of the Caribbean Community shall be the Depositary for this Agreement.

**Article 39**  
**Entry Into Force**

This Agreement shall enter into force upon signature by eight Members and Associate Members of the Caribbean Community, pursuant to Article 37.

## **Article 40 Registration**

This Agreement and any amendments thereto shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the United Nations Charter.

## **Article 41 Accession**

1. Any Member or Associate Member of the Caribbean Community, which is not a contracting party to this Agreement on the date of its entry into force, may accede to this Agreement and become a Member on such terms and conditions as the Council may decide.
2. Instruments of Accession shall be deposited with the Depositary.

## **Article 42 Withdrawal**

1. A Member may withdraw from this Agreement by giving one year's notice in writing to the Depositary who shall promptly notify the other Members accordingly and the withdrawal shall take effect one year after the date on which the notice has been received by the Depositary, unless the Member before the withdrawal becomes effective notifies the Depositary in writing of the cancellation of its notice of withdrawal.
2. A Member that withdraws from this Agreement undertakes to honour any financial or other obligations duly assumed as a Member; this includes any matter relating to an appeal filed before withdrawal becomes effective.

## **Article 43 Implementation**

The Members shall take all necessary action, whether of a legislative, executive or administrative nature, for the purpose of giving effect to this Agreement. Such action shall be taken as expeditiously as possible, and the Executive Director shall be informed accordingly.

IN WITNESS WHEREOF the undersigned duly authorised in that behalf by their respective Governments have executed this Agreement.

Signed by

for the Government of Anguilla on the        day of  
,2011

at

Signed by

for the Government of Antigua and Barbuda on the        day of  
,2011

at

Signed by

for the Government of The Commonwealth of The Bahamas on the        day of  
,2011

at

Signed by

for the Government of Barbados on the        day of  
,2011

at

Signed by

for the Government of Belize on the        day of  
,2011

at

Signed by

for the Government of Bermuda on the        day of  
,2011

at

Signed by

for the Government of the British Virgin Islands on the        day of  
,2011

at

Signed by

for the Government of the Cayman Islands on the      day of  
, 2011

at

Signed by

for the Government of The Commonwealth of Dominica on the      day of  
,2011

at

Signed by

for the Government of Grenada on the      day of  
,2011

at

Signed by

for the Government of The Co-operative Republic of Guyana on the      day of  
,2011

at

Signed by

for the Government of The Republic of Haiti on the      day of  
,2011

at

Signed by

for the Government of Jamaica on the        day of  
,2011

at

Signed by

For the Government of Montserrat on the        day of  
,2011

at

Signed by

for the Government of The Federation of Saint Christopher and Nevis on the  
day of

,2011

at

Signed by

for the Government of Saint Lucia on the        day of  
,2011

at

Signed by

for the Government of Saint Vincent and the Grenadines on the        day of  
,2010

at

Signed by

for the Government of The Republic of Suriname on the        day of  
,2010

at



Signed by

for the Government of The Republic of Trinidad and Tobago on the      day of  
,2011

at

Signed by

for the Government of Turks and Caicos on the      day of  
,2011

at